

JPA File No.: JPA 04-019
AG Contract No.: KR06-0466TRN
Project No.: STP-202-B(002)B
Project: SR 202L Red Mountain Freeway
Section: University Drive-Southern Avenue
Roadway Improvements
TRACS No.: H5783 01C
BUDGET SOURCE ITEM #82606

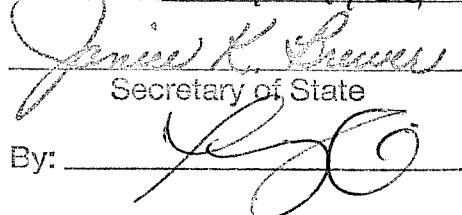
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF MESA

THIS AGREEMENT is entered into this date August 14th, 2006 pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, (the "State") and the CITY OF MESA, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section §28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes Section §48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this agreement on behalf of the City.
3. The parties hereto agree to and acknowledge the following conditions: **a)** The estimated monetary amounts referenced in this Agreement are subject to change and can change substantially before completion of the Project; **b)** The parties shall perform their responsibilities consistent with this Agreement; and **c)** Any change or modification to the requested Project elements listed in Exhibit A, will only occur with the mutual written consent of both parties.
4. Incident to the State's construction of the Red Mountain Freeway (SR 202L), within the University Drive to Southern Avenue segment, the City requests the State incorporate certain enhancements (City Enhancements) into the State's ongoing construction work. The requested City Enhancements listed below herein are collectively referred to as the "Project", and detailed in Exhibit "A", attached hereto and made a part hereof. Said Project costs shall include a credit to the City for work completed by the City on behalf of the State (described as item i below),
 - a. Widening the University Drive bridge structures and approach roadways to accommodate dual left turn lanes in the eastbound direction, at a 50/50 cost split with the State.

NO. 283004
Filed with the Secretary of State
Date Filed: 8/14/06

Janice K. Schewer
Secretary of State
By: 

b. Widen & install sidewalks to 8-feet on the University Drive and Broadway Road bridge structures and roadways to ramp returns, providing an additional 3-feet over the State's standard 5-feet sidewalks, to be borne 100% by the City.

c. Installation of University Drive E-Streets conduit and vault infrastructure, for the City's future use, cost to be borne 100% by the City.

d. Install four-2" conduits in the Broadway Road, Apache Trail and University Drive roadways and bridge structures for the City's use. Conduits to extend to end of PCCP and then to back of sidewalk cost to be borne 75% by the City.

e. Install two-1" cable inner ducts and fiber-optic lines along SR 202L mainline, including FMS pull boxes and fiber-optic cable along the freeway mainline for City's use, cost to be borne 100% by the City.

f. Install new City gas-line in University Drive, cost to be borne 100% by the City.

g. Relocate existing City waterline (no prior rights) on Apache Trail. As part of the US 60 / SR 202L Traffic Interchange, under Phase II Project (TRACS No. H 5686 04C), the State has relocated City waterlines (no prior rights) at Coralbell Avenue, Pueblo Avenue and 88th Street intersections, of which said costs to the State are also included in this Agreement for reimbursement by the City, as detailed in Exhibit A.

h. The installation of traffic signals, crossroad lighting and intersection lighting to City Standards at Broadway Road and University Drive, including but not limited to video detection equipment are considered part of the Project elements with the exception that this element is at no cost to the City and therefore is not included in Exhibit A.

i. Included in this Agreement as work completed by the City on the State's behalf, a credit in the amount of \$272,590.00 shall be deducted from the City's estimated costs of the Project, for relocation of the City's waterline with prior rights, identified in Exhibit "B", attached hereto and made a part hereof.

j. The City's total estimated cost contribution for the requested Project elements as listed above is \$2,103,939.36 and detailed on Exhibit A.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State shall:

a. Upon execution of this Agreement, agree to be the City's designated agent for the Project and invoice the City \$1,831,349.36, for the estimated costs of the Project elements as referred to in Article 4 of the Recitals, which includes a standard fixed rate for construction engineering and construction administration, as described in Exhibit A. Said invoice shall detail the total estimated cost contribution of \$2,103,939.36 and include the credit amount of \$272,590.00, as referenced herein Recital 4.i above, resulting in an estimated net contribution of \$1,831,349.36.

b. Incorporate the Project elements referred to herein into the State's construction plans of the Red Mountain Freeway (SR 202L), within the University Drive to Southern Avenue segment. Prepare and provide design plans, specifications and other such documents and services required for construction bidding and construction of the Project and submit same to the City for approval.

c. Advertise for bids and award one or more construction contracts to accomplish the Project, administer same and make all payments to the contractor(s).

- d. Coordinate with the City's inspectors during construction of the Project.
 - e. Confer with and obtain written concurrence on any related design and/or construction modifications or change orders to the construction contract involving changes to the Project.
 - f. Upon completion of the Project perform the final inspection and notify the City in writing that the Project has been constructed in accordance with the Project documents and has been satisfactorily completed.
 - g. Upon completion of the Project, provide the City a recapitulation of the City Enhancements' final costs, along with an invoice or reimbursement for the difference between the estimated cost paid by the City and the actual costs for the Project, including all fixed rates described in Exhibit A.
 - h. Grant or confirm, per established procedures of the State's Phoenix District Permit Office, that the City has a valid annual *citywide* Encroachment Permit on file, for routine/normal maintenance and emergency maintenance work provided by the City within the State's rights of way. Agree, any new construction or installation shall require a separate permit through the State's Phoenix District Permit Supervisor, as per the Phoenix District's established procedures.
 - i. Be responsible for the initial hook-up fees and all monthly electric power costs to operate the traffic signals, crossroad lighting and intersection lighting, including the luminaires and video detection equipment related to the Project, located at Broadway Road and University Drive. The City is to operate and maintain signals and lights at Broadway and University. The State is to pay power costs for signals and the City is to pay for the lights.
2. The City shall:
- a. Upon execution of this Agreement, designate the State as the authorized agent for the City and within 30-days of receipt of an invoice from the State, remit an estimated net contribution of \$1,831,349.36 for the City's estimated cost of the Project, including the credit described herein Recital 4.i. above and all fixed rates described in Exhibit A. The actual cost of the Project shall be determined upon completion of construction and will include the City's credit as referenced herein Recital 4.i. above.
 - b. Review documents and provide comments to the State as appropriate. Be responsible for all design consultant and contractor claims for extra compensation due to delays or whatever reason, attributable to the City.
 - c. Be responsible for the actual costs of the Project, as described herein.
 - d. Obtain, per established procedures of the State's Phoenix District Permit Office, a valid annual *citywide* Encroachment Permit for the routine/normal maintenance and emergency maintenance work provided by the *City* within the State's rights of way. Agree, any new construction or installation shall require a separate permit as per the Phoenix District's established procedures, of which may be obtained through the District Office referenced herein.
 - e. Upon completion and the City's acceptance, be responsible for the operation and maintenance of traffic signals, crossroad lighting and intersection lighting, including the luminaires and video detection equipment related to the Project, located at Broadway Road and University Drive.
 - f. Provide maintenance of the fiber-optic cable and the City's gas and water lines installed or relocated by the State under this Agreement. Should the City default on the operation and/or maintenance referenced herein, the City shall be required to restore these elements to State standards prior to returning to the State, upon 30-days written notice.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all reimbursements; provided however, any provisions herein for operation and maintenance of said traffic signals, crossroads lighting, intersection lighting and video detection equipment, shall be perpetual. . This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon thirty-days (30) written notice to either party.
2. Each party (as "Indemnitor") agrees to indemnify, defend, save and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses including reasonable attorney's fees, hereinafter collectively referred to as ("claims"), arising out of bodily injury of any person, including death or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.
3. This Agreement shall become effective upon filing with the Secretary of State.
4. This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
5. The provisions of Arizona Revised Statutes Section 35-214 pertaining to State audit are applicable to this contract.
6. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
7. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".
8. Non-Availability of Funds: every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated for the payment of such obligation. If funds are not allocated and available for the continuance of the contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue – Mail Drop 616E
Phoenix, AZ 85007
(602) 712-7525

City of Mesa
Attn: City Manager
Box 1466
Mesa, AZ 85211-1466
(480) 644-2066

10. In accordance with Arizona Revised Statutes Section 11-952, (D) attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

CITY OF MESA

By 

CHRISTOPHER J. BRADY
City Manager

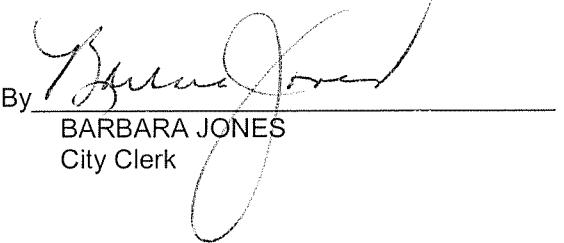
STATE OF ARIZONA

Department of Transportation

By 

DANIEL LANCE, P.E.
Deputy State Engineer Valley Transportation

ATTEST

By 

BARBARA JONES
City Clerk



ATTORNEY APPROVAL FORM FOR THE CITY OF MESA

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 20th day of July, 2006.

Debbie Spurrier

City Attorney

EXHIBIT A
ITEM 7 IGA COST BACKUP

**EXHIBIT "A" SUMMARY
 SUMMARY OF IGA COSTS**

**RED MOUNTAIN FREEWAY (UNIVERSITY DRIVE TO SOUTHERN AVENUE)
 DESCRIPTION AND COST OF PAY ITEMS FOR THE CITY OF MESA ENHANCEMENTS**

ITEM	COST			DESCRIPTION
	DESIGN	CONSTRUCTION	TOTAL	
1 UNIVERSITY DRIVE BRIDGE STRUCTURE AND APPROACH ROADWAY WIDENING	5,791.00	132,326.40	138,117.40	Widen University Drive structure and approach roadway to accommodate additional left turn lane in eastbound direction at University Drive. (Cost Total Reflects Mesa share of Mesa/ADOT = 50/50 split).
2 WIDENED SIDEWALKS ON UNIVERSITY DRIVE AND BROADWAY ROAD STRUCTURES	9,530.00	217,752.68	227,282.68	Sidewalk enhancements requested by the City of Mesa as part of the ADOT project. Provides for an additional 3-ft of sidewalk width on University Drive and Broadway Road structures and approach roadways to ramp returns.
3 E-STREETS	\$9,484.00	\$183,495.00	192,979.00	Installation of University Drive E-Street conduit and vault infrastructure.
4 COMMUNICATIONS CONDUIT	6,785.00	286,417.00	293,202.00	Conduits University Drive Bridge & Road(4-2" conduit), Apache Trail Bridge and Road (4-2" conduit) and Broadway Road Bridge & Road (4-2" conduit). Conduits extend to end of PCCP and then to back of sidewalk.
5 COM FMS	4,000.00	99,062.28	103,062.28	Install 2-1" cable innerducts and fiberoptic line along SR202L mainline.
6 INSTALL GAS LINE	0.00	244,433.00	244,433.00	Install new City of Mesa gas line(no prior rights) in University Drive
7 RELOCATE WATER AND SEWER LINES	37,940.00	866,923.00	904,863.00	Relocate existing City of Mesa water and sewer lines (no prior rights) within county limits.
Item 1-7 Sub-Total:	73,530.00	2,030,409.36	2,103,939.36	
TOTAL:	73,530.00	2,030,409.36	2,103,939.36	

EXHIBIT A
ITEM 1 GA COST BACKUP

Item No	Item Description	Unit	Quantity	Constructed Quantity	Unit Price Bid	Amount
ITEM 1 - UNIVERSITY DRIVE BRIDGE STRUCTURE AND APPROACH						
1	ROADWAY WIDENING					
2						
3						
4	UNIVERSITY DRIVE STRUCTURE WIDENING	SQ.FLT.	1,210		\$78.44	\$94,912.40
5	6011371 APPROACH SLAB (SD-2.01)	SQ.FT.	165		\$14.00	\$2,310.00
6	303022 AGGREGATE BASE, CLASS 2	CU.YD.	44		\$25.00	\$1,100.00
7	4010111 PORTLAND CEMENT CONCRETE PAVEMENT (11")	SQ.YD.	162		\$30.00	\$4,860.00
8	4040202 ASPHALT 1 BINDER (PG 75-16)	TON	2.0		\$39.00	\$660.00
9	4060006 ASPHALTIC CONCRETE (3/4" MIX)	TON	26		\$34.00	\$884.00
10	4060026 MINERAL ADMIXTURE (FOR 3/4" MIX)	TON	1.0		\$90.00	\$90.00
11						
12						
13						
14	SUBTOTAL CONSTRUCTION COST (ITEM 1)				\$104,816.40	(A)
15						
16	Maintenance of Traffic Share ¹	L.SUM	1		0.5% of (A)	\$524.00
17	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	L.SUM	1		1% of (A)	\$1,048.00
18	CONTRACTOR QUALITY CONTROL SHARE ³	L.SUM	1		1% of (A)	\$1,048.00
19	MOBILIZATION SHARE ⁴	L.SUM	1		8% of (A)	\$6,385.00
20						
21	SUBTOTAL CONSTRUCTION COST (ITEM 1)				\$115,821.40	(B)
22						
23						
24	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵				14% of (B)	\$16,215.00
25	DESIGN ENGINEERING					\$5,791.00
26	5% ENGINEERING ADMINISTRATION ⁶				5% of (C)	\$290.00
27	ITEM 1 TOTAL COST					\$136,117.40
28						

Notes:

1. Maintenance of Traffic was calculated on a percentage basis (0.5% fixed) of the construction cost of the City's items.
2. Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed) of the construction cost of the City's items.
3. Contractor Quality Control was calculated on a percentage basis (1.0% fixed) of the construction cost of the City's items.
4. Mobilization was calculated on a percentage basis (8.0% fixed) of the construction cost of the City's items.
5. Construction Engineering and Administration is calculated at 14% of the City's construction cost.
6. Design Engineering is calculated at 5% of the City construction cost.
7. Design Engineering Administration is calculated at 5% of the City design cost.

EXHIBIT A
ITEM 7 IGA COST BACKUP

Item No	Item Description	Unit	Quantity	Constructed Quantity	Unit Price Bid	Amount
1	ITEM 2 WIDENED SIDEWALKS ON UNIVERSITY DRIVE AND BROADWAY ROAD STRUCTURES					
2						
3						
4	UNIVERSITY DRIVE STRUCTURE WIDENING	SQ.FT.	1,925	\$78.44	\$90,416.69	
5	BROADWAY ROAD STRUCTURE WIDENING	SQ.FT.	1,095	\$82.45	\$90,291.00	
6	90020 CONCRETE SIDEWALK (C-05.20)	SQ.FT.	867	\$2.00	\$1,774.00	
7						
8						
9						
10						
11						
12						
13						
14	SUBTOTAL CONSTRUCTION COST (ITEM 2)				\$172,481.68	(A)
15						
16	MAINTENANCE OF TRAFFIC SHARE ¹	L.SUM	1	0.5% of (A)	\$862.00	
17	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	L.SUM	1	1% of (A)	\$1,725.00	
18	CONTRACTOR QUALITY CONTROL SHARE ³	L.SUM	1	1% of (A)	\$1,725.00	
19	MOBILIZATION SHARE ⁴	L.SUM	1	8% of (A)	\$13,799.00	
20						
21	SUBTOTAL CONSTRUCTION COST (ITEM 2)				\$190,392.68	(B)
22						
23						
24	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵			14% of (B)	\$26,683.00	
25	DESIGN ENGINEERING				\$9,550.00	(C)
26	5% ENGINEERING ADMINISTRATION ⁶			5% of (C)	\$477.00	
27	ITEM 2 TOTAL COST				\$227,282.68	
28						
29						

Notes:

1. Maintenance of Traffic was calculated on a percentage basis (0.5% fixed) of the construction cost of the City's items.
2. Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed) of the construction cost of the City's items.
3. Contractor Quality Control was calculated on a percentage basis (1.0% fixed) of the construction cost of the City's items.
4. Mobilization was calculated on a percentage basis (8.0% fixed) of the construction cost of the City's items.
5. Construction Engineering and Administration is calculated at 1.4% of the City's construction cost.
6. Design Engineering is calculated at 5% of the City construction cost.
7. Design Engineering Administration is calculated at 5% of the City design cost.

EXHIBIT A
ITEM 7 GCA COST BACKUP

Item No	Item Description	Unit	Engineers Quantity	Unit Price Bid	Amount
1	ITEM 3 - E-STREETS (University Drive)				
2					
3					
4					
5					
6					
7	9240160 MISCELLANEOUS WORK (FURNISH AND INSTALL E-STREETS 12'2" PVC DUCT BANK)	L.FT.	2,038	\$30.00	\$60,990.00
8	9240161 MISCELLANEOUS WORK (HDPE CASING, 20")	L.FT.	576	\$50.00	\$28,800.00
9	9240171 MISCELLANEOUS WORK (FURNISH AND INSTALL 7' X 13' COMMUNICATIONS VAULT)	EACH	3	\$18,500.00	\$55,500.00
10					
11					
12					
13					
14	SUBTOTAL CONSTRUCTION COST (ITEM 3)			\$145,290.00	(A)
15					
16	Maintenance of Traffic Share ¹	L.SUM	1	0.5% of (A)	\$726.00
17	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	L.SUM	1	1% of (A)	\$1,453.00
18	CONTRACTOR QUALITY CONTROL SHARE ³	L.SUM	1	1% of (A)	\$1,453.00
19	MOBILIZATION SHARE ⁴	L.SUM	1	8% of (A)	\$11,623.00
20					
21	SUBTOTAL CONSTRUCTION COST (ITEM 3)			\$160,545.00	(B)
22					
23					
24	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵			14% of (B)	\$22,476.00
25	DESIGN ENGINEERING				\$9,084.00
26	5% ENGINEERING ADMINISTRATION ⁶			5% of (C)	\$474.00
27	ITEM 3 TOTAL COST				\$192,979.00
28					

Notes:

1. Maintenance of Traffic was calculated on a percentage basis (0.5% fixed) of the construction cost of the City's items.
2. Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed) of the construction cost of the City's items.
3. Contractor Quality Control was calculated on a percentage basis (1.0% fixed) of the construction cost of the City's items.
4. Mobilization was calculated on a percentage basis (8.0% fixed) of the construction cost of the City's items.
5. Construction Engineering and Administration is calculated at 14% of the City's construction cost.
6. Design Engineering is calculated at 5% of the City construction cost.
7. Design Engineering Administration is calculated at 5% of the City design cost.

EXHIBIT A
ITEM 7 IGA COST BACKUP

Item No	Item Description	Unit	Engineers Quantity	Unit Price Bid	Amount
1	ITEM 4 - COMMUNICATIONS CONDUIT				
2					
3					
4					
5	7320300A CONDUIT IN BRIDGE (UNIVERSITY DR TI UP)(COM)	L. SUM	1	\$14,000.00	\$14,000.00
6	7320300B CONDUIT IN BRIDGE (APACHE TRAIL)	L. SUM	1	\$14,000.00	\$14,000.00
7	7320300C CONDUIT IN BRIDGE (BROADWAY RD TI UP)(COM)	L. SUM	1	\$14,000.00	\$14,000.00
8	7320300 ADOT CREDIT FOR ONE SIGNAL INTERCONNECT DUCT PER CROSSROAD	L. SUM	(0.75)	\$14,000.00	\$10,500.00
9	7320295 ELECTRICAL CONDUIT (4 - 2") (PVC)	L.F.T.	5.780	\$30.00	\$173,400.00
10	7320456 PULL BOX (NO. 9) (CITY OF MESA)	EACH	12	\$1,850.00	\$22,200.00
11					
12					
13					
14					
15					
16	SUBTOTAL CONSTRUCTION COST (ITEM 4)				\$227,100.00
17					
18	MAINTENANCE OF TRAFFIC SHARE ¹	L.SUM	1	0.5% of (A)	\$1,136.00
19	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	L.SUM	1	1% of (A)	\$2,271.00
20	CONTRACTOR QUALITY CONTROL SHARE ³	L.SUM	1	1% of (A)	\$2,271.00
21	MOBILIZATION SHARE ⁴	L.SUM	1	8% of (A)	\$18,168.00
22					
23	SUBTOTAL CONSTRUCTION COST (ITEM 4)				\$250,946.00
24					
25					
26	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵			14% of (B)	\$35,132.00
27	DESIGN ENGINEERING				\$6,785.00
28	5% ENGINEERING ADMINISTRATION ⁶			5% of (C)	\$339.00
29	ITEM 4 TOTAL COST				\$293,202.00
30					

Notes:

1. Maintenance of Traffic was calculated on a percentage basis (0.5% fixed) of the construction cost of the City's items.
2. Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed) of the construction cost of the City's items.
3. Contractor Quality Control was calculated on a percentage basis (1.0% fixed) of the construction cost of the City's items.
4. Mobilization was calculated on a percentage basis (8.0% fixed) of the construction cost of the City's items.
5. Construction Engineering and Administration is calculated at 14% of the City's construction cost.
6. Design Engineering is calculated at 5% of the City construction cost.
7. Design Engineering Administration is calculated at 5% of the City design cost.

EXHIBIT A
ITEM 7 IGA COST BACKUP

Item No	Item Description	Unit	Quantity	Unit Price Bld	Amount
ITEM 5 - CITY OF MESA FMS WORK					
1					
2					
3		EACH	5	\$1,850.00	\$9,250.00
4	7320456 PULL BOX (NO. 9) (CITY OF MESA)	L.FT.	11,320	\$4.10	\$46,412.00
5	7320788 SINGLE MODE FIBER OPTIC CABLE (96 FIBERS) (MAIN TRUNKLINE)	L.FT.	22,520	\$1.30	\$29,276.00
6	7320509 CABLE INNERDUCT (1")				
7					
8					
9					
10					
11					
12					
13					
14	SUBTOTAL ITEM 5 - CITY OF MESA FMS WORK				\$84,938.00
15					(A)
16	Maintenance of Traffic Share ¹				
17	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²				
18	CONTRACTOR QUALITY CONTROL SHARE ³			1% of (A)	\$84.90
19	MOBILIZATION SHARE ⁴			6% of (A)	\$5,096.28
20	SUBTOTAL CONSTRUCTION COST (ITEM 5)				\$90,033.28
21					(B)
22	9% CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵			9% of (B)	\$8,179.00
23	DESIGN ENGINEERING & DESIGN ENGINEERING ADMINISTRATION				\$4,000.00
24					
25	ITEM 5 TOTAL COST				\$103,062.28
26					

Notes:

1. Maintenance of Traffic does not apply to this work.
2. Construction Surveying and Layout does not apply to this work.
3. Contractor Quality Control was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City items.
4. Mobilization was calculated on a percentage basis (6.0% fixed rate) of the construction cost of the City items.
5. Construction Engineering and Administration is calculated on a percentage basis (9% fixed rate) of the City Construction Cost.
6. Length of project is 2.12 miles and Mesa is covering the cost of their main trunkline fiber and 2-1" innerducts.

EXHIBIT A
ITEM 7 (GA COST BACKUP

Item No	Item Description	Unit	Quantity	Unit Price Bid	Amount
1	ITEM 6 - RELOCATE CITY GAS LINE				
2					
3					
4 9240112	MISCELLANEOUS WORK (INSTALL 8" COATED STEEL GAS LINE)	L.FT.	774	\$63.00	\$61,242.00
5 9240113	MISCELLANEOUS WORK (INSTALL 6" COATED STEEL GAS LINE)	L.FT.	1,298	100.00	\$129,800.00
6					
7					
8					
9					
10					
11					
12					
13					
14	SUBTOTAL CONSTRUCTION COST (ITEM 6)				\$194,042.00 (A)
15					
16	Maintenance of Traffic Share ¹	L.SUM	1	0.5% of (A)	\$970.00
17	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	L.SUM	1	1% of (A)	\$1,940.00
18	CONTRACTOR QUALITY CONTROL SHARE ³	L.SUM	1	1% of (A)	\$1,940.00
19	MOBILIZATION SHARE ⁴	L.SUM	1	0% of (A)	\$15,533.00
20	SUBTOTAL CONSTRUCTION COST (ITEM 6)				\$214,415.00 (B)
21					
22					
23					
24	14% CONSTRUCTION ENGINEERING AND ADMINISTRATIONS ⁵			14% of (B)	\$30,018.00
25	DESIGN ENGINEERING ⁶				\$0.00
26	5% ENGINEERING ADMINISTRATION ⁶			5% of (C)	\$0.00
27	ITEM 6 TOTAL COST				\$244,433.00

Notes:

1. Maintenance of Traffic was calculated on a percentage basis (0.5% fixed) of the construction cost of the City's items.
2. Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed) of the construction cost of the City's items.
3. Contractor Quality Control was calculated on a percentage basis (1.0% fixed) of the construction cost of the City's items.
4. Mobilization was calculated on a percentage basis (0.0% fixed) of the construction cost of the City's items.
5. Construction Engineering and Administration is calculated at 14% of the City's construction cost.
6. Design Engineering is calculated at 5% of the City construction cost.
7. Design paid for under COM project contract 01-834-01

EXHIBIT A
ITEM 7 IGA COST BACKUP

Item No	Item Description	Unit	Quantity	Unit Price Bid	Amount
ITEM 7 - RELOCATE CITY WATER AND SEWER LINE					
RELOCATE CITY WATER AND SEWER LINE - RMFUS					
1					
2	AIR/VACUUM RELEASE VALVE (2")	EACH	1	2,500	\$2,500.00
3	8080187 GATE VALVE (8")	EACH	2	2,000	\$4,000.00
4	8080222 PIPE (BLACK STEEL) (24")	L.FT.	586	640	\$375,040.00
5	8080539 VALVE BOX (AND COVER, FOR WATER, MAG 391 TYPE C)	EACH	2	700	\$1,400.00
6	8080821 PIPE, DUCTILE IRON, 6"	L.FT.	109	68	\$7,412.00
7	8082106 PIPE, DUCTILE IRON, 6"				
8					
9					\$390,352.00
10					
11	RELOCATE CITY WATER AND SEWER LINES - SRTII PHASE II PROJECT				
12					
13	8080187 AIR/VACUUM RELEASE VALVE (2")	EACH	4	\$3,400.00	\$13,600.00
14	8080222 GATE VALVE (8")	EACH	4	\$1,000.00	\$4,000.00
15	8080539 PIPE (BLACK STEEL) (24")	L.FT.	905	\$160.00	\$144,800.00
16	6080821 VALVE BOX (AND COVER, FOR WATER, MAG 391 TYPE C)	EACH	4	\$650.00	\$2,600.00
17	8082106 PIPE, DUCTILE IRON, 6"	L.FT.	348	\$37.00	\$12,876.00
18	8082108 PIPE, DUCTILE IRON, 8"	L.FT.	1,247	\$95.00	\$118,465.00
19					
20					
21					
22	SUBTOTAL CONSTRUCTION COST - RELOCATE CITY WATER AND SEWER LINES (ITEM 7)				\$666,693.00 (A)
23					
24	MAINTENANCE OF TRAFFIC SHARE ¹	L.SUM	1	0.5% of (A)	\$3,433.00
25	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	L.SUM	1	1% of (A)	\$6,867.00
26	CONTRACTOR QUALITY CONTROL SHARE ³	L.SUM	1	1% of (A)	\$6,867.00
27	MOBILIZATION SHARE ⁴	L.SUM	1	8% of (A)	\$54,935.00
28					
29					
30					
31	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵			14% of (B)	\$105,231.00
32	DESIGN ENGINEERING				\$37,940.00 (C)
33	5% ENGINEERING ADMINISTRATION ⁶			5% of (C)	\$1,897.00
34	ITEM 7 TOTAL COST				\$904,863.00

Notes:

1. Maintenance of Traffic was calculated on a percentage basis (0.5% fixed) of the construction cost of the City's items.
2. Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed) of the construction cost of the City's items.
3. Contractor Quality Control was calculated on a percentage basis (1.0% fixed) of the construction cost of the City's items.
4. Mobilization was calculated on a percentage basis (8.0% fixed) of the construction cost of the City's items.
5. Construction Engineering and Administration is calculated at 14% of the City's construction cost.
6. Design Engineering Administration is calculated at 5% of the City design cost.

11/09/2005

Exhibit B JPA 04-109

Red Mountain Freeway (University Drive to Southern Avenue)
City of Mesa Credit for Relocation of Prior Rights Waterline

Actual Cost of Relocation	\$237,040
15% Engineering and Design Fee	\$35,550
Total Credit to City of Mesa	\$272,590

EXHIBIT "B"



ENGINEERING

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
Steve Beasley	Ross Renner
COMPANY:	DATE:
ADOT	12-10-04
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
602-712-7630	13
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
RE:	YOUR REFERENCE NUMBER:
RMF, University to Southern	
<input type="checkbox"/> URGENT <input checked="" type="checkbox"/> FOR REVIEW <input type="checkbox"/> PLEASE COMMENT <input type="checkbox"/> PLEASE REPLY <input type="checkbox"/> PLEASE RECYCLE	

NOTES/COMMENTS

Steve,

Attached, find documentation requesting reimbursement for relocation of the 12" waterline at Broadway Road and the Red Mountain Freeway. The cost of the relocation is \$237,040 as shown on the attached documents. Please include this reimbursement to the JPA along with the City enhancement costs. Per letter to you on 1-9-04, the total City enhancement cost estimate was \$266,000. Based upon these costs, the final total cost to the City would be \$28,960.

If you should have any questions, please give me a call at (480) 644-2627.

20 E. MAIN STREET, SUITE 500 P.O. BOX 1466 MESA, AZ 85201
TEL (480) 644-2251 FAX (480) 644-3392

Page 2 of 14

Dec-10-04 11:19

From:CITY OF MESA ENG DESIGN

4006444749

T-2B1 P.02 F-659



Engineering

MEMORANDUM

DATE: December 8, 2004
TO: Ross Renner
FROM: Gordon Haws
CC: Keith Nath
SUBJECT: ADOT Reimbursement of 12-Inch Waterline Relocation Costs,
Broadway Road at the Red Mountain Freeway

As you know, City of Mesa Project No. 01-566-002 includes the relocation work for the existing 12-inch waterline in Broadway Road beneath the proposed depressed freeway in a 24-inch casing. Bid Items 5 and 6 on the bid schedule are for the 12-inch waterline relocation work (Bid Item 5) and the new 24-inch casing pipe (Bid Item 6).

I am transmitting to you the following information for your use in determining the dollar figure that ADOT should reimburse the City for this work:

- o "Measurement and Payment" section for Bid Items 5 and 6 from the technical specifications for Project No. 01-566-002, which describes the costs included in each of these two bid items.
- o Bid tabulation for this project, wherein the successful, low bidder (Achen-Gardner) bid \$90/LF for Bid Item 5 and \$345/LF for Bid Item 6.
- o Letter dated October 6, 2004 from Achen-Gardner with adjusted unit prices for Bid Items 1, 3, 4, 6 and 8. By this letter, the effective unit price for Bid Item 6 was reduced from \$345/LF to \$320/LF. The unit price of Bid Item 5 was not affected. (By way of explanation, Special Provision Section FFF allowed the bidder to enter an "Addition or Deduction to Total Base Bid" at the bottom of the bid schedule on bid day and then to distribute that deduction post-bid. The purpose of Achen-Gardner's October 6th letter was to distribute the deduct amount they had entered on the bid schedule on bid day.) The unit prices in this October 6th letter are the contractual prices.

With this information, I believe you can calculate the amount that ADOT must reimburse the City for the 12-inch waterline relocation work and 24-inch casing. That amount is \$237,040.00. Please include this in your IGA (or other instrument) with ADOT for the Red Mountain Freeway.

Let me know if you have any questions or require any more information.

JAC01-566-001 & 002 DW Waterline memo to transmit 12 inch waterline costs to Ross Renner.doc

p. 3 / 14

Dec-10-04 11:18

From-CITY OF MESA ENG DESIGN

4806444749

T-201 P.03

F-659

Special Provisions
Project No. 01-566-002 & 01-914-001

EEE REQUIREMENT TO ACTIVATE WATERLINES TO WHICH THIS PROJECT CONNECTS:

(Continued)

prior to each waterline-filling event, so that the plant can be prepared for the additional demand.

Payment to place the subject waterline (Phase 2) in service shall be included in the cost of the waterline installation. Payment to place Phase 1 and Phase B in service and all associated work shall be in accordance with the appropriate bid items in the bid schedule.

FFF ADDITIVE OR DEDUCTIVE BID ITEM:

The bid schedule identifies an item as an addition or deduction to the total base bid, which may occur due to last minute quotations on pipe material. The Contractor shall enter the amount of the addition or deduction, and total his final base bid. Within 72 hours after the opening of the bids, the Contractor shall submit to the Engineer, a revised distribution of the pipe unit prices, applying revisions only to the bid items for waterline and casing pipes greater than or equal to 16-inches in diameter.

GGG. HAZARDOUS LOCATIONS:

The existing and proposed sewer manholes and valve vaults shall be considered hazardous locations, in that they are confined spaces and also may have explosive and/or asphyxiating concentrations of methane gas, hydrogen sulfide gas, and/or other gases or vapors. All work shall be conducted in a safe and cautious manner consistent with the potential hazardous conditions. The Contractor shall be responsible to comply with all local, state and federal laws and regulations that govern work in such environments.

In work operations in hazardous locations, spark-proof tools and explosion-proof temporary lighting shall be used. Electric power tools, open flame heaters, electric welding equipment, or other devices or methods that might conceivably cause ignition or explosion shall not be used.

The work shall include sampling the atmosphere for hazardous gases and vapors. If the atmosphere proves unsafe, the Contractor shall provide a safe working atmosphere at no additional cost to the City of Mesa. The atmosphere shall be continually monitored during the work period.

Smoking in or near the work area shall not be permitted. Suitable and prominent "No Smoking" signs shall be posted.

The Contractor shall have a written policy and an active program for Confined Space Entry that complies with federal, state, and local laws and regulations. The Contractor shall submit his/her policy and program, as a required shop drawing submittal.

The Contractor is responsible for safety on the job site, including the responsibility to enforce and enact the provisions of the Contractor's Confined Space Entry program and the responsibilities to monitor the atmosphere within the structures and provide a safe working atmosphere and environment. These safety measures shall be at no additional cost to the City of Mesa. The City of Mesa shall not be responsible for safety or for safety monitoring of the job site.

Dec-10-04 11:10

From-CITY OF MESA ENG DESIGN

4006444749

T-201 P 04 F-658

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Technical Provision
Project No. 01-568-002

fencing, backfill and backfill compaction, dust control, temporary and permanent utility and pipe support crossings, miscellaneous curb and gutter removal and replacement, miscellaneous sidewalk removal and replacement, restoration of landscaping, ditches and road shoulder, temporary power pole support, survey monument relocations and other items associated with the joint trench.

3.3 FURNISH AND INSTALL 48-INCH CASING PIPE AT LOOP 202 CROSSING (BID TAB ITEM 4)

As shown on Drawing W17A and in the details on Drawing G5 of Plan Set "A", the 30-inch waterline shall be installed in a 48-inch casing between Station 37+34 and Station 42+25.

Payment shall be compensation in full for furnishing and installing the 48-inch diameter casing pipe complete, including end caps, vent boxes, and incidental work.

Items payable under Bid Items 3 and/or 5 (e.g., excavation, shoring, backfill, compaction, carrier pipe materials and carrier pipe installation, etc.) shall not be payable under this bid item. The cost of providing the redwood skids and metal straps, and pushing or otherwise installing the carrier pipe within the casing pipe shall be included in the cost of installing the carrier pipe (Bid Item 3).

3.4 FURNISH AND INSTALL 12-INCH WATERLINE AT LOOP 202 CROSSING—STA 37+32 TO STA 43+81 (BID TAB ITEM 5)

The 12-inch waterline at the future Loop 202 Freeway crossing shall be installed in a joint trench with a 30-inch waterline per details 4 and 5 on drawing G5.

Waterline measurement and payment for the 12-inch waterline at the Loop 202 freeway crossing will be by the linear foot and made horizontally along the centerline of the pipe through all valves and fittings.

Payment shall include compensation in full for furnishing and installing the 12-inch waterline complete, in place as specified including pipe supports, joint restraint, pipeline connections to existing waterlines, fittings, joint restraint, pressure and quality testing, disinfection, pressure testing, disinfection and all work not specifically covered in other pay items.

Payment shall also include half the cost associated with the joint trench construction per details 4 and 5 on drawing G5 including excavation, shoring, bedding, temporary fencing, backfill and backfill compaction, dust control, temporary and permanent utility and pipe support crossings, miscellaneous curb and gutter removal and replacement, miscellaneous sidewalk removal and replacement, restoration of landscaping, ditches and road shoulder, temporary power pole support, survey monument relocations and other items associated with the joint trench.

2.5/14

Technical Provision
Project No. 01-566-002

Page 17

3.5 FURNISH AND INSTALL 24 INCH CASING PIPE AT LOOP 202 CROSSING (BID TAB ITEM 6)

As shown on Drawing W17A and in the details on Drawing G5 of Plan Set "A", the 12-inch waterline shall be installed in a 24-inch casing between Station 37+34 and Station 42+25.

Payment shall be compensation in full for furnishing and installing the 24-inch diameter casing pipe complete, including end caps, vent boxes, and incidental work.

Items payable under Bid Items 3 and/or 5 (e.g., excavation, shoring, backfill, compaction, carrier pipe materials and carrier pipe installation, etc.) shall not be payable under this bid item. The cost of providing the redwood skids and metal straps, and pushing or otherwise installing the carrier pipe within the casing pipe shall be included in the cost of installing the carrier pipe (Bid Item 5).

3.6 JACK AND BORE FOR BOX CULVERT CROSSINGS (BID TAB ITEMS 7 AND 8)

Measurement shall be per each installation complete per size of carrier pipe.

Payment shall be compensation in full for furnishing and installing the casing pipe complete, including the jack and bore/tunnel operation, excavation, shoring and backfill for jacking and receiving pits, the casing pipes, grouting, end caps, any additional pavement removal and replacement and all items to which such work is incidental to the installation of the casing for the 30- and 12-inch waterlines under the box culverts. Only the work associated with the furnishing and installing the casing pipe is included in this bid item.

Payment under these bid items shall be payment in full for jack and bore operations ranging between 15 linear feet and 35 linear feet (as determined by the length of casing pipe installed).

Furnishing and installing of the carrier pipes, temporary fencing, joint restraint, cathodic protection monitoring and test stations, flange insulating kits, materials, pressure and quality testing, disinfection, dust control and all other work incidental to the installation of the 30-inch and 12-inch waterline inside the casing pipe shall be included in the bid items for the waterlines themselves.

3.7 GATE VALVE, TAPPING SLEEVE AND VAULT (BID TAB ITEM 9)

Measurement shall be per each installation complete.

Payment shall be compensation in full for furnishing and installing gate valve, tapping sleeve and vault complete, in place as specified including excavation, shoring, backfill and backfill compaction, temporary fencing, concrete vault, valve, pipe, fittings, restraints, access manholes, ladder, pipe supports, additional pavement restoration, miscellaneous curb and gutter removal and replacement, miscellaneous sidewalk removal and replacement, landscaping replacement, landscape irrigation replacement, sidewalk, curb and gutter, pavement replacement associated with the installation of the valve vault and any other incidental work not specified in other pay paragraphs.

Dec-10-04 11:20

From-CITY OF MESA ENG DESIGN

DESERT WELLS ZONE 30-INCH WATER LINE, PHASE II
 PROJECT NO. 01-566-002
 AND
 SOSEMAN ROAD 12-INCH SEWER
 PROJECT NO. 01-514-001

MESA, ARIZONA

TABULATION OF BIDS RECEIVED ON THURSDAY, SEPTEMBER 30, 2004 AT 2:00 P.M.

ITEM NO.	DESCRIPTION	QUANTITY	ENGINEER'S ESTIMATE		AGHEN-GARDNER ENG		ARCHON, INC	PIERSON CONSTRUCTION
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE		
1	FURNISH & INSTALL 30" WATERLINE COMPLETE IN PLACE w/ ALL FITTINGS & ACCESSORIES	10,401 LF	150.00	1,500,150.00	174.00	1,805,774.00	161.00	1,705,754.00
2	FURNISH & INSTALL 12" WATERLINE COMPLETE IN PLACE w/ ALL FITTINGS & ACCESSORIES	603 LF	60.00	41,580.00	74.00	51,202.00	51.202.00	51,202.00
3	FURNISH & INSTALL 30" WATERLINE AT FUTURE CLOUT ACROSS FREEWAY CROSSING (STA 47+27 TO STA 48+31), COMPLETE IN PLACE w/ ALL FITTINGS & ACCESSORIES, EXCLUDES 40" CASING PIPE	717 LF	200.00	143,400.00	266.00	205,962.00	235.00	165,485.00
4	FURNISH & INSTALL 40" CASING PIPE AT FUTURE LOOP 202 FREEWAY CROSSING (STA 47+34 TO STA 48+25), COMPLETE & IN PLACE w/ ALL FITTINGS & ACCESSORIES	491 LF	300.00	147,300.00	630.00	338,750.00	1,070.00	525,370.00
5	FURNISH & INSTALL 30" WATERLINE AT FUTURE LOOP 202 FREEWAY CROSSING (STA 47+32 TO STA 48+4), COMPLETE IN PLACE w/ ALL FITTINGS & ACCESSORIES, EXCLUDES 24" CASING PIPE	988 LF	150.00	133,200.00	90.00	79,820.00	120.00	105,560.00
6	FURNISH & INSTALL 24" CASING PIPE AT FUTURE LOOP 202 FREEWAY CROSSING (STA 47+34 TO STA 48+25), COMPLETE & IN PLACE w/ ALL FITTINGS & ACCESSORIES	491.0 LF	250.00	122,750.00	345.00	160,355.00	160.00	422,260.00
7	JACK & BORE 30" WATERLINE IN A 4" CASTING PIPE AT EXISTING BOX CULVERT CROSSING	4 EA	15,000.00	60,000.00	29,035.00	119,340.00	50,000.00	200,000.00
8	JACK & BORE 12" WATERLINE IN A 24" CASING PIPE AT EXISTING BOX CULVERT CROSSING	1 EA	10,000.00	10,000.00	21,310.00	21,300.00	30,000.00	33,000.00
9	FURNISH & INSTALL COMPLETE 30" X 24" TAPPING SLEEVE, 24" GATE VALVE & VALVE, COMPLETE EFT DETAIL ON DRAWING G3	1 EA	55,000.00	55,000.00	55,650.00	60,000.00	60,000.00	39,000.00

P. 7/14

T-201 P 06/13 F-659

Dec-10-04 11:20

From-CITY OF MESA ENG DESIGN

DESERT WELLS ZONE 10 INCH WATER LINE, PHASE II
 PROJECT NO. 01-566-Q02
 AND
 SOSSAMAN ROAD 12-INCH SEWER
 PROJECT NO. 01-914-001

MESA, ARIZONA

TABULATION OF BIDS RECEIVED ON THURSDAY, SEPTEMBER 30, 2004 AT 2:00 P.M.

ITEM NO.	DESCRIPTION	ENGINEER'S ESTIMATE			ACHEN-GARDNER ENG			ARCHON, INC			PIERSON CONSTRUCTION		
		QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
10	FURNISH & INSTALL COMPLETE 30" BUTTERFLY VALVE, VALVE/VAULT, BYPASS ASSEMBLY, AND DIP VALVES & HYDRANT PER DETAIL 1 ON DRAWING GS	6 EA	\$5,000.00	\$40,000.00	\$2,500.00	\$40,000.00	\$40,000.00	\$384,000.00	\$25,000.00	\$200,000.00			
11	FURNISH & INSTALL COMPLETE COMBINATION AIRVENT/VALVE/WATERLINE ACCESSORIES PER DETAIL 2 ON DRAWING GS	3 EA	2,500.00	7,500.00	\$1,500.00	34,000.00	\$4,000.00	12,000.00	\$6,500.00	12,000.00	\$6,500.00	19,500.00	
12	ACTIVATE PHASE 1 & PHASE 2 EXISTING WATERLINES & ASSOCIATED WORK, PER SPECIAL PROVISION ITEM 6. REQUIREMENT TO ACTIVATE WATERLINES TO WHICH THIS PROJECT CONNECTS	1 LS	20,000.00	20,000.00	\$7,000.00	37,000.00	\$50,000.00	30,000.00	\$18,000.00	30,000.00	\$18,000.00	40,000.00	
13	FURNISH & INSTALL 15" WATERLINE CONNECTION TO NEW 30" WATERLINE PER DETAIL A ON DRAWING NO	1 LS	25,500.00	25,500.00	\$8,000.00	18,000.00	20,000.00	20,000.00	\$12,500.00	12,500.00			
14-	FURNISH & INSTALL 16" WATERLINE CONNECTION TO NEW 30" WATERLINE PER DETAIL A ON DRAWING NO	1 LS	10,000.00	10,000.00	\$10,000.00	10,000.00	10,000.00	10,000.00	\$14,000.00	14,000.00			
15	FURNISH & INSTALL 16" WATERLINE CONNECTION TO NEW 30" WATERLINE PER DETAIL A ON DRAWING NO	1 LS	6,500.00	6,500.00	\$7,415.00	6,000.00	6,000.00	6,000.00	\$10,000.00	10,000.00			
16	RELocate 12" WATERLINE ZONE INTERVIEW VALVE PER DRAWING #47	1 LS	15,000.00	15,000.00	\$13,000.00	13,000.00	\$13,000.00	\$8,000.00	\$8,000.00	\$7,000.00	\$7,000.00		
SOSSAMAN ROAD 12-INCH SEWER LINE (PLAN SET "B")													
17	FURNISH & INSTALL 12" SEWERLINE	2,346 LF	60.00	\$170,760.00	40.00	\$113,840.00	40.00	\$113,610.00	89.00	\$195,374.00			
18	CONSTRUCT & DIAmeter MANHOLE PER MAG-3 DETAIL #24 W/30' FRAME & COVER, WITHOUT STEPS	8 EA	1,000.00	\$8,000.00	\$1,735.00	\$29,000.00	\$5,000.00	\$40,000.00	\$2,500.00	\$20,000.00	\$2,500.00	20,000.00	

GENERAL BID ITEMS ARE APPLICABLE TO BOTH PLAN SETS "A" AND "B".

P. 8/4

Dec-10-04 11:20

From CITY OF MESA ENG DESIGN

DESERT WELLS ZONE 30-INCH WATER LINE, PHASE II
PROJECT NO. 01-565-002
AND
SOSSAMAN ROAD 12-INCH SEWER
PROJECT NO. 01-514-001

MESA, ARIZONA

TABULATION OF BIDS RECEIVED ON THURSDAY, SEPTEMBER 30, 2004 AT 2:00 P.M.

ITEM NO.	DESCRIPTION	ENGINEER'S ESTIMATE			ARCHON, INC.			PIERSON CONSTRUCTION		
		QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
19	REMOVE & DISPOSE OF 6" ACP WATERLINE & REPLACE WITH 6" DIP WATERLINE (INCLUDING VERTICAL REALIGNMENT, IF REQUIRED) (CONTINGENCY BID ITEM)	20 LF	125.00	2,500.00	117.00	2,340.00	110.00	2,200.00	37.00	740.00
20	REMOVE & DISPOSE OF 6" ACP WATERLINE & REPLACE WITH 6" DIP WATERLINE (INCLUDING VERTICAL REALIGNMENT, IF REQUIRED) (CONTINGENCY BID ITEM)	20 LF	150.00	3,000.00	125.00	2,500.00	210.00	4,200.00	55.00	1,120.00
21	REMOVE & DISPOSE OF 6" ACP WATERLINE & REPLACE WITH 6" DIP WATERLINE (INCLUDING VERTICAL REALIGNMENT, IF REQUIRED) (CONTINGENCY BID ITEM)	40 LF	175.00	7,000.00	130.00	5,200.00	130.00	5,200.00	37.00	1,480.00
22	REMOVE & DISPOSE OF 12" ACP WATERLINE & REPLACE WITH 12" DIP WATERLINE (INCLUDING VERTICAL REALIGNMENT, IF REQUIRED) (CONTINGENCY BID ITEM)	120 LF	235.00	27,000.00	220.00	25,400.00	100.00	21,600.00	61.00	10,920.00
23	REMOVE & DISPOSE OF 16" ACP WATERLINE & REPLACE WITH 16" DIP WATERLINE (INCLUDING VERTICAL REALIGNMENT, IF REQUIRED) (CONTINGENCY BID ITEM)	40 LF	260.00	11,200.00	265.00	10,600.00	340.00	13,600.00	95.00	3,720.00
24	SAWCUT, REMOVE & REPLACE PAVEMENT ON 10TH STREET PER DETAIL 1 ON DRAWINGS 02	661 SF	40.00	27,240.00	77.00	52,437.00	50.00	34,050.00	62.00	42,222.00
25	SAWCUT, REMOVE & REPLACE PAVEMENT ELSEWHERE (IE NOT ON MAIN STREET) PER DETAIL 1 ON DRAWINGS 02 THAT WILL RECEIVE FINAL SLURRY SEAL COAT	694 SF	40.00	27,760.00	69.00	47,805.00	50.00	34,700.00	53.00	36,162.00
26	SAWCUT, REMOVE & REPLACE PAVEMENT ELSEWHERE (IE NOT ON MAIN STREET) PER DETAIL 1 ON DRAWINGS 02 THAT WILL NOT RECEIVE FINAL SLURRY SEAL COAT	2,240 SF	40.00	89,920.00	55.00	123,440.00	50.00	112,400.00	53.00	119,144.00

P. 9/14

Dec-10-04 11:20

From-CITY OF MESA ENG DESIGN

DESERT WELLS ZONE 40-INCH WATER LINE, PHASE II
 PROJECT NO. 01-566-002
 AND
 SOSEMAN ROAD 12-INCH SEWER
 PROJECT NO. 01-814-001

MESA, ARIZONA

TABULATION OF BIDS RECEIVED ON THURSDAY, SEPTEMBER 30, 2004 AT 2:00 P.M.

ITEM NO.	DESCRIPTION	ENGINEER'S ESTIMATE			ACHEM-GARDNER ENG			ANCHOR, INC			PIERS ON CONSTRUCTION		
		QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
27	SAW CUT, REMOVE & REPLACE PAVEMENT ON IRMAN STREET PER DETAIL 2 ON DRAWING G2	2,318 SY	40.00	92,720.00	60.00	139,000.00	30.00	69,540.00	45.00	113,562.00			
28	SAW CUT, REMOVE & REPLACE PAVEMENT PER COM-STD DETAIL 1-1A, TYPE "A"	649 STF	45.00	29,205.00	65.00	42,185.00	45.00	28,205.00	65.00	44,132.00			
29	SAW CUT, REMOVE & REPLACE PAVEMENT ON IRMAN STREET PER COM STD DETAIL 1- 1B, TYPE "B"	261 ST	60.00	16,860.00	236.00	65,116.00	40.00	11,240.00	84.00	22,767.00			
30	SAW CUT, REMOVE & REPLACE PAVEMENT ELSEWHERE (IE, NOT ON IRMAN STREET) PER COM-STD DETAIL 1-1B, TYPE "B"	336 SY	60.00	20,160.00	163.00	61,406.00	40.00	13,440.00	70.00	25,520.00			
31	FURNISH & INSTALL SLOW-TRAIL SEAL COAT (CONTINGENCY BID ITEM)	9,155 SY	2.50	22,667.50	1.74	15,583.50	1.50	13,732.50	2.00	10,310.00			
32	REFAVE & REPLACE TRAFFIC DETECTOR LOOP AT SOSEMAN UNIT 2, MAIN ST PER - ADD STANDARDS & DETAILS	4 EA	3,000.00	12,000.00	1,000.00	4,000.00	-	800.00	3,200.00	750.00	3,000.00		
33	REFAVE & REPLACE TRAFFIC DETECTOR LOOP AT BROADWAY RD & ELLSWORTH RD PER IRMAN STANDARDS & DETAILS	2 EA	2,000.00	4,000.00	1,000.00	2,000.00	0.00	0.00	1,600.00	750.00	1,500.00		
34	REFAVE & REPLACE TRAFFIC DETECTOR LOOP AT SOSEMAN RD & BROADWAY RD PER COM DETAIL 1-1B, 1-1C, 1-1D & 1-1E-3	2 EA	2,000.00	4,000.00	1,000.00	2,000.00	0.00	0.00	1,600.00	750.00	1,500.00		
35	OFFICUT MESA POLICE OFFICER (CONTINGENCY BID ITEM)	100 HR	40.00	4,000.00	50.00	5,000.00	35.00	3,500.00	33.00	3,600.00	3,600.00		
36	PERMIT FEES	1 LS	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00		
37	ASPERDE PERMIT COMPLIANCE	1 LS	5,000.00	5,000.00	11,000.00	11,000.00	1,000.00	1,000.00	400.00	400.00	400.00		
38	QUALITY CONTROL TESTING PROGRAM	1 LS	25,000.00	25,000.00	22,625.00	22,625.00	31,000.00	31,000.00	40,000.00	40,000.00	40,000.00		
	SUBTOTAL BASE BID (Items 1 through 38)											4,060,411.50	
												4,060,4155.00	

T-201 P-09/13 F-659

P. 10/14

Dec-10-04 11:20

From CITY OF MESA ENG DESIGN

4006444749

T-281 P 10/13 F-659

DESERT WELLS ZONE 30-INCH WATER LINE, PHASE II
PROJECT NO. 01-586-002
AND
SOSSAMAN ROAD 12-INCH SEWER
PROJECT NO. 01-814-001

MESA, ARIZONA

TABULATION OF BIDS RECEIVED ON THURSDAY, SEPTEMBER 3V, 2004 AT 2:00 P.M.

**TOTAL BASE BID (Items 1 through 30)
PLUS ADDITION OR DEDUCTION TO TOTAL BASE BID**

OTHER BIDDERS:

APPLICANT'S STATEMENT

P. 11 / 14

Dec-10-04 11:21

From-CITY OF MESA ENG DESIGN

4806444740

T-281 P.11/13 F-650



ACHEN-GARDNER ENGINEERING, LLC

Tel 480-940-1300 • Fax 480-940-4576
550 South 79th Street, Chandler, AZ 85226
Internet www.achen.com • A Lic. #131541 • B-Lic. #133519

October 6, 2004

Mr. Gordon Haws, P.E.
City of Mesa
20 East Main Street
5th Floor
Mesa, AZ

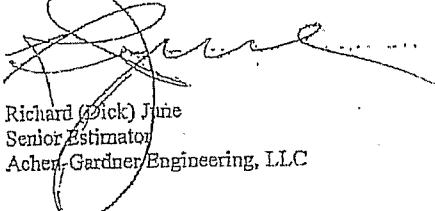
RE: Desert Wells Zone 30" Waterline, Phase 2

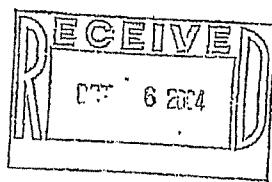
Dear Mr. Haws,

This letter will follow our phone conversation yesterday regarding which items in our proposal were subject to adjustment per section FFF of the specifications. We hereby submit our revised adjusted unit price schedule for your review and/or comment. As per our conversation, we have applied adjusted unit prices to items 1, 3, 4, 6, and 8.

Please let us know if any additional information is required.

Sincerely,


Richard (Dick) June
Senior Estimator
Achen-Gardner Engineering, LLC



P.12/14

Dec-10-04 11:21

From-CITY OF MESA ERG DESIGN

4006444749

T-281 P.12/13 F-659

Line No.	Pay Item No.	Pay Item Description	Quantity	Unit of Measure	Unit Price	Total Price
Job Description						
1	1	Copy of Desert Wells 30'	10,401.00	LF	114.00	1,165,714.00
2	2	12" WATERLINE INCLUDING FITTINGS AND ACCESS	603.00	LF	74.00	51,282.00
3	3	30" WATERLINE AT FUTURE 202 LOOP	717.00	LF	180.00	129,060.00
4	4	40" WATERLINE CASING AT FUTURE 202 CROSSING	491.00	LF	595.00	292,145.00
5	5	12" WATERLINE AT FUTURE 202 CROSSING	888.00	LF	90.00	79,920.00
6	6	24" WATERLINE CASING AT FUTURE 202 CROSSING	4910.00	LF	320.00	157,120.00
7	7	JACK AND BORE 30" WL IN A 40" CASING PIPE	4.00	Each	29,895.00	119,340.00
8	8	JACK AND BORE 12" WL IN A 24" CASING PIPE	1.00	Each	20,202.00	20,202.00
9	9	F & I COMPLETE 30" X 24" TAPING SLEEVE & 24" GATE VALVE	1.00	Each	56,050.00	56,050.00
10	10	30" BUTTERFLY VALVE, VAULT, BYPASS, & HYDRANT	8.00	Each	42,500.00	340,000.00
11	11	F&I COMPLETE AIR VAC VALVE & ACCESSORIES	3.00	Each	11,500.00	34,500.00
12	12	ACTIVATE PHASE 1 AND PHASE B WATERLINES	1.00	LS	37,000.00	37,000.00
13	13	10" WL Conn, Delta on W-10	1.00	LS	10,000.00	10,000.00
14	14	16" WL Conn, Delta on W-12	1.00	LS	10,390.00	10,390.00
15	15	12" WL Conn, Delta on W-10	1.00	LS	7,415.00	7,415.00
16	16	—Rotate 12" Valve per W-17	1.00	LS	13,000.00	13,000.00
17	17	F&I 12" SEWER LINE	2,840.00	LF	40.00	113,840.00
18	18	6' DIA MANHOLE DAG DETAIL	0.00	Each	3,735.00	29,880.00
19	19	REMOVE & DISPOSE ACP 4" WL & PLACE NEW 4" DIP VERT REALIGN	20.00	LF	117.00	2,240.00
20	20	REMOVE & DISPOSE ACP 6" WL & PLACE NEW 6" DIP VERT REALIGN	20.00	LF	125.00	2,500.00
21	21	REMOVE & DISPOSE ACP 8" WL & PLACE NEW 8" DIP VERT REALIGN	40.00	LF	130.00	5,200.00
22	22	REMOVE & DISPOSE ACP 12" WL & PLACE NEW 12" DIP VERT REALIGN	120.00	LF	220.00	26,400.00
23	23	REMOVE & DISPOSE ACP 16" WL & PLACE NEW 16" DIP VERT REALIGN	40.00	LF	265.00	10,600.00
24	24	R&R AC per Det 1 on G-2	601.00	SY	77.00	52,437.00
25	25	R&R Det 1 G-2 under slurry seal	693.00	SY	69.00	47,886.00
26	26	R&R Det 1 G-2 hol under slurry seal	2,240.00	SY	55.00	123,840.00
27	27	R&R AC per Det 2 on G-2	2,318.00	SY	60.00	139,080.00

Page 1 of 2

P. 13/14

Dec-10-04	11:21	From-CITY OF MESA ENG DESIGN	4006444749	T-201	P 13/13	F-659
28	28	R&R AC per M-19.4, A	649.00 SY		65.00	42,185.00
29	29	R&R AC per M-19.4, B, Main St.	201.00 SY		236.00	65,316.00
30	30	R&R AC per M-19.4 B not on Main	336.00 SY		163.00	51,400.00
31	31	F & SILVER SEAL	9,155.00 SY		1.70	15,563.50
32	32	R&R loops Sessions & Main	4.00 Each		1,000.00	4,000.00
33	33	R&R loops Belway & Ellsworth	2.00 Each		1,000.00	2,000.00
34	34	R&R loops Sessions & Belway	2.00 Each		1,000.00	2,000.00
35	35	OFF DUTY COMP POLICE	100.00 Hour		50.00	5,000.00
36	36	PERMIT FEE	1.00 LS		1,000.00	1,000.00
37	37	AZPDES PERMIT ALLOWANCE	1.00 LS		11,000.00	11,000.00
38	38	QC TESTING	1.00 LS		22,625.00	22,625.00
						GRAND TOTAL: 2,339,790.50

RESOLUTION NO. 8766

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF MESA FOR FREEWAY ENHANCEMENTS ALONG THE RED MOUNTAIN FREEWAY FROM UNIVERSITY DRIVE TO SOUTHERN AVE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESA,
MARICOPA COUNTY, AS FOLLOWS:

Section 1: That the agreement between the State of Arizona Department of Transportation and the City of Mesa for the freeway enhancements along the Red Mountain Freeway from Power Road to University Drive (ADOT JPA No. 04-019); is hereby approved.

Section 2: That the City Manager, Christopher J. Brady, or his designated representative, is authorized and directed to execute the agreement on behalf of the City of Mesa, and the City Clerk is authorized and directed to attest to the signature of the City Manager or his authorized designated representative thereon.

PASSED AND ADOPTED by the City Council of the City of Mesa, Maricopa County, Arizona, this 12th day of July, 2006.



APPROVED:

Keno Hawken
Mayor

ATTEST:

Bethany Jones
City Clerk



TERRY GODDARD
Attorney General

OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

CIVIL DIVISION
TRANSPORTATION SECTION
Writer's Direct Line:
602.542.8855
Facsimile: 602.542.3646
E-mail: Susan.Davis@azag.gov

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR06-0466TRN (**JPA 04-019**), an Agreement between public agencies, i.e., The State of Arizona and City of Mesa, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: August 3, 2006

TERRY GODDARD
Attorney General

Susan Davis
SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:972854
Attachment